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A Limited Liability Partnership

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8 Attorneys for the Debtors

10 UNITED STATES BANKRUPTCY COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN JOSE DIVISION

13
14 In re

15 CECCHI GORI PICTURES, a California
16 corporation; CECCHI GORI USA, INC.,
a California corporation,

17 Debtors.

Case No. 16-53499

(Jointly Administered with Case
No. 16-53500)

Chapter 11

**DECLARATION OF EMMA KELLY
IN SUPPORT OF DEBTORS'
OPPOSITION TO MOTION DISMISS
CASE FOR CAUSE UNDER 11 U.S.C. §
1112**

Date: May 15, 2018

Time: 1:00 p.m.

Place: United States Bankruptcy Court
Courtroom 3020
280 South First Street,
San Jose, CA 95113-3099

Judge: Honorable M. Elaine Hammond

1 I, Emma Kelly, declare:

2 1. I am an Account Executive at TransPerfect Legal Solutions ("TLS"). I make
3 this declaration in that capacity. Except for those statements made upon information and
4 belief, I have personal knowledge of the matter set forth herein, and could and would
5 testify competently thereto if called as a witness.

6 2. This declaration is made in support of the *Debtors' Opposition to Motion to*
7 *Dismiss Case for Cause Under 11 U.S.C. § 1112* filed by the above-captioned debtors on
8 May 1, 2018.

9 3. TLS provides translation services and has been in operation for over 20
10 years. In connection with its translation services, TLS only uses certified legal linguists.
11 Attached here as Exhibit 1 is a one-page summary of TLS' linguistic certification program.

12 4. Attached here as Exhibits 2-5 are four separate documents that were
13 translated from Italian to English by a TLS certified legal linguist, each accompanied by a
14 certification regarding the translation executed by a TLS supervisory project manager. I
15 am the Account Executive responsible for these translations and they were prepared at my
16 direction.

17 5. Attached here as Exhibit 6 is the blind curriculum vitae of the TLS linguist
18 that translated each of Exhibits 2-5.

19 I declare under penalty of perjury under the laws of the United States of America
20 that the foregoing is true and correct. Executed on this 1st day of May, 2018, at
21 Washington, D.C.

22 

23 EMMA KELLY
24
25
26
27
28

EXHIBIT 1

The strength of the TLC program lies in the subject-matter screening. With a global network of certified legal linguists, as well as a pool of attorney reviewers and proofreaders, TransPerfect can source the ideal professionals both in the US and abroad while ensuring compliance with all local, state, federal, and foreign courts.

CERTIFIED LEGAL LINGUIST REQUIREMENTS



TLC-CERTIFIED LINGUISTS MUST HAVE ONE OF THE FOLLOWING:



A recognized graduate certification in translation from an institution of higher learning

Two years of translation experience and a college degree

Five years of translation experience and no degree

A certificate of competence in translation awarded by an appropriate government body

EXHIBIT 2

Re: Codes

email: "federico.gamma@gmail.com federico gamma"
To: email: "niels.juul@cgglobalmedia.com Niels Juul"

Tuesday, April 26, 2011 at 11:26:39 AM Pacific Daylight Time

Ok.

Don't do anything. Speak with GABI.

BYE

On April 26, 2011 8:20 PM, Niels Juul <niels.juul@cgglobalmedia.com> wrote:

Ok. I'll speak with Gabi when he gets here to understand things better.

Bye

Niels

From: federico gamma [mailto:federico.gamma@gmail.com]

Sent: Tuesday, April 26, 2011 11:18 AM

To: Niels Juul

Subject: Re: Codes

Niels

Ok, these are for Vittorio.

Gabi said that others should arrive next week. They must be transferred to the company that I wrote to you.

In any case, save the data that I wrote to you in the e-mail earlier, because when Gabi gets there he will explain it to you.

Bye

On April 26, 2011 8:13 PM, Niels Juul <niels.juul@cgglobalmedia.com> wrote:

Hello Federico,

I just [sic] ordered a transfer to Vittorio's account at First Credit for 100,000 as scheduled. What should I do – Cancel ?

From: federico gamma [mailto:federico.gamma@gmail.com]

Sent: Tuesday, April 26, 2011 11:06 AM

To: niels.juul@cgglobalmedia.com

Subject: Codes

Hello Niels,

Federico here, I hope you're well.

I was told by G & G to communicate to you the following bank details where to transfer the next \$ 100,000 to.

Shiba Limited - Hong Kong

Barclay Bank Plc, London, Uk

IBAN: GB88 BARC 2047 3575 8034 11

Account no.: 75803411

Sort code: 20-47-35

Swift - BIC: BARCGB22

Regards

Federico

--



TRANSPERFECT

City of New York, State of New York, County of New York

I, Aurora Landman, hereby certify that the document, "**Exhibit A - Codici Email**" is, to the best of my knowledge and belief, a true and accurate translation from Italian into English (US).

Aurora Landman

Sworn to before me this
April 30, 2018

Signature, Notary Public



Stamp, Notary Public

LANGUAGE AND TECHNOLOGY SOLUTIONS FOR GLOBAL BUSINESS

THREE PARK AVENUE, 39TH FLOOR, NEW YORK, NY 10016 | T 212.689.5555 | F 212.689.1059 | WWW.TRANSPERFECT.COM

EXHIBIT 3

I forgot

email: "federico.gamma@gmail.com federico gamma"
To: email: "niels.juul@cgglobalmedia.com"

Tuesday, April 26, 2011 at 11:08:11 AM Pacific Daylight Time

I forgot to tell you that Gabi will confirm everything to you when he arrives.

BYE

--

c/o Studio Legale Nappi,
V.le Umberto Tupini, 88 - 00144 Rome
tel: +39 06 5923457
fax: +39 06 5923521

Mariani & Partners Firm
Via A. Gramsci, 9
00197 - Rome

tel: +39 06 3610885
fax: +39 06 3236476
Phd - Student, Economics and Finance in Business Administration
Department of Management and Technology
Faculty of Economics, "La Sapienza" University of Rome

Via del Castro Laurenziano, 9 - 00161 Rome

City of New York, State of New York, County of New York

I, Aurora Landman, hereby certify that the document, "**Exhibit B - Dimenticavo Email**" is, to the best of my knowledge and belief, a true and accurate translation from Italian into English (US).



Aurora Landman

Sworn to before me this
April 30, 2018



Signature, Notary Public



Stamp, Notary Public

EXHIBIT 4

Confidential

email: "avvgiovanninappi@gmail.com giovanni nappi" Friday, March 30, 2012 at 3:09:56 AM Pacific Daylight Time
To: email: "niels.juul@cgglobalmedia.com Niels Juul" , email: "g.israilovici@isinvest.com Gabrielle"

Hello Niels,

Last night I met Dr. Moretti from Benten Srl (beneficiaries of the FINMAVI bankruptcy agreement). He told me that he was contacted by Maurizio Canfora Esq. (Vittorio's former lawyer), as he was appointed by Gianni Nunnari as his lawyer.

He told me that Nunnari supposedly offered Benten \$ 10,000,000 to settle the matter. Together we decided to resolve some important issues and for us to make an agreement:

1. settlement of the debts that NOUS has with respect to FINMAVI;

2. settlement that CG USA and CG Pictures have with respect to FINMAVI.

First of all, however, it must be determined by the Court in Los Angeles that the companies, CG USA and CG Pictures are under the control of VCG and not of Nous (parent company, CG Europe BV, now shut down).

Only in this way is VCG's signature valid in all agreements.

As you can see, once again the problem is always the same and Wolf Esq. was wrong to postpone this matter.

Now the situation is even more delicate and urgent. Therefore, as soon as possible I will come to LA to speak with a lawyer whom I will appoint to VCG.

Then, there is another important matter that only you can resolve: DARO.

Pierre wrote to the bank of the beneficiary company of the bank transfer that they must return the money, because they were wrong to pay.

I made myself look like an idiot and I would like the problem to be resolved as soon as possible.

Please find a solution as soon as possible.

I believe that we can transfer the contract to the company, Shiba Ltd, so everything is ok in accounting terms and Pierre can continue to pay without problems.

Unfortunately I understand that the lawyer, Wolf, does not agree, but he is not capable of handling this situation. He has proved that he is not bright.

Let me know.

Giovanni

TRANSLATION:

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He said he was contacted by the attorney lawyer Maurizio Canfora (former lawyer Vittorio), as was appointed by Gianni Nunnari as his lawyer.

Moretti told me that Nunnari proposed to Benten \$ 10,000,000 USD, to close the question.

Together we decided to resolve some important issues and to make us a deal:

1. settlement of debts that have to NOUS Finmavi;
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Now the situation is more delicate and urgent, therefore, as soon as I come to LA to talk to a lawyer who will appoint a VCG.

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Let me know.

Giovanni

Delete Changes



[Click to view alternative translations](#)

Drag keeping CAPS down to reorganize

email: "niels.juul@cgglobalmedia.com Niels Juul"

Monday, April 2, 2012 at 9:51:24 AM Pacific Daylight Time

To: email: "avvgiovanninappi@gmail.com giovanni nappi" , email: "g.israilovici@isinvest.com Gabrielle"

Dear Giovanni and Gabi.

I think we expected that Nunnari (Salussolia) would always go to Benten. However, they obviously have no right to do so and we could in fact send them a notice of interference in company affairs. Even Benten should not have any right now to meet with Nunnari and discuss matters relating to Cecchi Gori. I know we are friendly with Benten, but perhaps we should have something official from our lawyers not to interfere in communication with Nunnari. We can argue to the judge, that Nunnari is interfering in our business, which is illegal.

I understand the procedure with regards to Nous and Finmavi, etc. However it seems like this will be a long and difficult transaction.

Surely Nous will contest this and it sounds like eventually this will end up in court here in Los Angeles. In the meantime I think it is very important to maintain a friendly relationship with Nous and work under the same terms we had for the last few months.

Perhaps you can give me some dates and a timeline for these actions in Italy and when you think it will be resolved.

What is important for both Benten and everyone to understand that the judgment against Nunnari is owned by Cecchi Gori USA / Pictures and that Nunnari has no right to talk to anyone that is not in control. And the control is with Vittorio as a director and me as officer. He has zero right to talk to Benten or anyone else and if you agree, I will have our lawyers send a nasty letter to Nunnari's lawyers. If you can give me Canfora's address I will take care of that. I have also asked Rosenbaum to speed up as much as possible the sale of the two big houses !

With regards to Daro, there remains a big problem: The US government. Friday I checked with the accountants and they have great concerns: As you know the library has been on the books of Cecchi Gori Pictures and USA for many years and as such has been listed with the value on the books of the company. When "all of a sudden" these values disappear, you will certainly set yourself up for a tax-audit. How do you then want to explain this transaction ? It is the obligation of the CEO (me) in front of the IRS to make sure that taxes are paid on gains and that assets are held correctly within the company. Both me and Vittorio are therefore personally responsible to make sure that these assets are protected in the interest of the company and that taxes are paid on the sale of assets. The fact that the company is selling this library, but the money never arrives in the business is of course a major issue. I am sure you have similar rules in Italy. So it is not simple at all. I know you are asking me to "fix" the problem, but I am sure you appreciate the fiduciary responsibility I have and that obviously I cannot do anything that gets me in trouble with either the government, Daro, or anyone else.

The accountants and the lawyers say that there is a big legal risk for Vittorio personally, in front of the US government.

The other issue is Nous, who will certainly contest this transaction in the event there will be a trial about ownership in Los Angeles and it will look very bad in front of judge Hogue, if the payments from Daro don't come into Cecchi Gori USA. If Nous can show that Vittorio moved money away from the company to a company called Shiba - it will look very bad, because it will look like he is trying to hide something. I hope you know that in the event of a trial, that the judge will demand (like they did with Nunnari) that we provide all information and that they surely will go to Daro - eventually - to ask for evidence. I trust that Vittorio has informed Daro about everything.

Daro has to pay the company that is selling the assets and that is Cecchi Gori Pictures / USA. I thought that what Gabi mentioned originally was that Daro had offered Vittorio a consultancy agreement and that Vittorio was selling some films from Italy that was not part of the US library (maybe Jonny Stecchino ?). I thought Shiba is Vittorio's company that handles his film-activity in Europe. Is that right ?

The last thing to remember for everyone is the question of transfer of ownership. I think it is important for everyone to understand that if ownership of the companies changes (owner is Cecchi Gori Europa BV, right ?) then the company will lose most of its tax losses, which are over 20 million dollars. This means that whatever will be collected from Nunnari will then be subject to 35 % tax by the US government. I have said this 200 times, but no one seems to understand or listen.

These issues are very complicated here and as you know the legal system in America moves much faster than in Italy. For Nous to obtain an injunction against the company, is not difficult. It is therefore

critical that we operate correctly and smartly, until such time that the ownership issue of these companies is finally resolved. And it looks like the ownership issues still has to be resolved in front of the judge in LA. But without a clarity in Italy and change in Holland, she is likely to rule in the favor of Nous. We therefore need to stay out of court for as long as possible, until the issues in Italy are clear. Working openly with Nous is the only way to stay out of court.

I know that I have said it many times, but I guess I should repeat it one more time - just in case: Why start a fight now with Nous, when there is little to fight over ? Why not wait until there has been real money collected from Nunnari (the sale of the big houses, etc) and then fight over the ownership. The original idea of collecting and parking the money in escrow until the ownership issue is resolved is still the very best option. That way Nunnari won't have a chance to claim that he does not know who to pay (and stop the collecting) and Scorsese will not have a chance to claim that the agreement on Silence is not valid. If everyone would try not to be emotional or desperate and be patient - this is the only right solution. **If Nous and Cecchi Gori fight now in court the only winner will be Nunnari !** Of course Vittorio needs a personal lawyer and needs to state his case here in LA, but if you are confident to prove that Vittorio is the final owner, then you should be confident about putting the money in escrow and not do anything that will eventually look bad for you and Vittorio. . Please remember that Vittorio is due one million dollar in PERSONAL producer fee sometime in August. Even if Scorsese does another film first, we will be able to claim that the payment has to be made. If on the other hand there is a dispute of the ownership of the company, in front of a judge in LA, then it could give Scorsese a legal excuse to claim not to pay !! You might find a lawyer (who wants to make money) who will tell you that all these problems are easy to solve and that he can make it all go away. You know how many times we have heard that before !

I therefore strongly urge you to re-consider the Daro issue and make sure that the funds will be paid to the US companies.

With regards to the Wolf firm, I have to say that they have done a great job for us and I can understand their concerns, with all this stuff going on. It is therefore also critical not to let arguments and personal issues, interfere with the business and what we are all trying to achieve.

We have all worked very hard - including you - and there has been too much stress and problems, not to win in the end. I think therefore it is so important that we do things correctly, so we still will have a chance in the end to win the big prize.

Please call me any time to discuss.

Best regards

Niels

From: giovanni nappi [<mailto:avvgiovanninappi@gmail.com>]

Sent: Friday, March 30, 2012 3:10 AM

To: Niels Juul; Gabrielle

Subject: Confidential

Hello Niels,

Last night I met Dr. Moretti from Benten Srl (beneficiaries of the FINMAVI bankruptcy agreement). He told me that he was contacted by Maurizio Canfora Esq. (Vittorio's former lawyer), as he was appointed by Gianni Nunnari as his lawyer.

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Delete changes

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[][Button]

Click to view alternative translations

Drag keeping CAPS down to reorganize

email: "avvgiovanninappi@gmail.com giovanni nappi" Monday, April 2, 2012 at 10:56:43 AM Pacific Daylight Time
To: email: "niels.juul@cgglobalmedia.com Niels Juul"
Cc: email: "g.israilovici@isinvest.com Gabrielle"

Niels, tomorrow I have a meeting with all the Benten associates in Bologna. They don't want to speak with Nunnari but only with us. Nunnari's lawyer in Italy is Avvocato Francesco Arangio (Graziadei firm), and asap I will give you his address (Canfora could not represent Nunnari as he had been VCG's attorney)

The timing for an agreement with Benten will be brief (by the end of April) and therefore we are already studying a way to have the guardians revoked in a short time.
I agree with you on keeping good terms with everyone and on sending a nasty letter to Nunnari's lawyers.

As far as the sale of Nunnari's houses, it's important that they are not cheaply sold. Otherwise we could imagine to take them ourselves in exchange of what they are worth.
As for Daro, I agree with you that taxes must be payed and for this the CG USA will receive the money to pay them (or they will withhold it from a rate of Daro).

The solution exists for every problem and it must be found.
Nothing must be shown to Nous, because before then we will have the document that will prove the property of the two Companies of VCG.

In any case, it's better to lose tax losses than to give away to Nous the companies!
Anyhow we will discuss these issues very soon in person.
Best
Giovanni

On April 2, 2012 6:51 PM, Niels Juul <niels.juul@cgglobalmedia.com> wrote:

Dear Giovanni and Gabi.

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Best regards

Niels

From: giovanni nappi [<mailto:avvgiovanninappi@gmail.com>]

Sent: Friday, March 30, 2012 3:10 AM
To: Niels Juul; Gabrielle
Subject: Confidential

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First of all, however, it must be determined by the Court in Los Angeles that the companies, CG USA and CG Pictures are under the control of VCG and not of Nous (parent company, CG Europe BV, now shut down).

Only in this way is VCG's signature valid in all agreements.

As you can see, once again the problem is always the same and Wolf Esq. was wrong to postpone this matter.

Now the situation is even more delicate and urgent. Therefore, as soon as possible I will come to LA to speak with a lawyer whom I will appoint to VCG.

Then, there is another important matter that only you can resolve: DARO.

Pierre wrote to the bank of the beneficiary company of the bank transfer that they must return the money, because they were wrong to pay.

I made myself look like an idiot and I would like the problem to be resolved as soon as possible.

Please find a solution as soon as possible.

I believe that we can transfer the contract to the company, Shiba Ltd, so everything is ok in accounting terms and Pierre can continue to pay without problems.

Unfortunately I understand that the lawyer, Wolf, does not agree, but he is not capable of handling this situation. He has proved that he is not bright.

Let me know.

Giovanni

TRANSLATION:

Hello Niels,
Yesterday evening I met with Dr. Moretti Srl Benten's (beneficiary's bankruptcy agreed Finmavi).

He said he was contacted by the attorney lawyer Maurizio Canfora (former lawyer Vittorio), as was appointed by Gianni Nunnari as his lawyer.

Moretti told me that Nunnari proposed to Benten \$ 10,000,000 USD, to close the question.

Together we decided to resolve some important issues and to make us a deal:

1. settlement of debts that have to NOUS Finmavi;
2. transaction USA CG and CG Pictures have to Finmavi.

First of all, however, must be established by the judge in Los Angeles that the companies CG USA and CG Pictures are under the control of VCG and not of Nous (the parent CG Europe BV, now closed).

Only then the signature of VCG is valid, in all the agreements.
You see, once again the problem is always the same and the att. Wolf was wrong to delay this issue.

Now the situation is more delicate and urgent, therefore, as soon as I come to LA to talk to a lawyer who will appoint a VCG.

Then, there is another important question that only you can solve: DARO.

Pierre wrote to the bank that the company receiving the transfer must return the money, because they were wrong to pay.

I made a figure of shit and I wish the problem was resolved quickly.

Please find the solution soon.
I believe you can make a transfer of the contract to the company Shiba Ltd, so accounting is all ok and Pierre can continue to pay without problems.

Unfortunately I understand that the att. Wolf does not agree, but he is not able to handle this situation, he has proved unwise.

Let me know.
Giovanni

Delete changes

[]



[][[Button]

Click to view alternative translations

Drag keeping CAPS down to reorganize

City of New York, State of New York, County of New York

I, Aurora Landman, hereby certify that the document, **“Exhibit H - Confidential Email”** is, to the best of my knowledge and belief, a true and accurate translation from Italian into English (US).



Aurora Landman

Sworn to before me this
April 30, 2018



Signature, Notary Public



Stamp, Notary Public

EXHIBIT 5

From: "Gabriele" <g.israilovici@isinvest.com>
Date: June 15, 2012 at 8:46:10 AM PDT
To: <niels.juul@cgglobalmedia.com>, <niels.juul@nofatego.com>
Subject: R: daro

Call Giovanni when you have time
Regards

From: Giovanni Nappi [<mailto:avvgiovanninappi@gmail.com>]
Sent: Friday, June 15, 2012 5:35 PM
To: Niels Juul
Cc: Gabrielle
Subject: Re: daro

As communicated, after Pierre messed everything up, Shiba ended relations.
At this point, I have arranged the preparation of the assignment of the credit line from Shiba to Pippin and on Monday I'll have the invoice, with the details of the account where to transfer to.
Therefore, please let Pierre know about the problem, caused by him and we hope he doesn't fuck up this time too.
Bye
Giovanni

On June 15, 2012 4:23 PM, Giovanni Nappi
<avvgiovanninappi@gmail.com> wrote:
Niels,
I have a problem. After the latest sequence of events, Shiba's checking account was closed.
Wait for my communications please.
Bye



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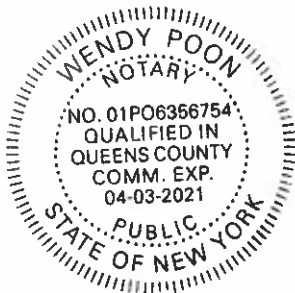
City of New York, State of New York, County of New York

I, Aurora Landman, hereby certify that the document, "**Exhibit J - Daro Email**" is, to the best of my knowledge and belief, a true and accurate translation from Italian into English (US).

Aurora Landman

Sworn to before me this
April 30, 2018

Signature, Notary Public



Stamp, Notary Public

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EXHIBIT 6



LINGUIST PROFILE

Linguist ID:	MAXW0001
Language specializations:	
<i>-Pairs</i>	<i>Italian into English</i>
<i>-Field</i>	Legal
Native Language:	English
Formal Education:	<p>2003 Durham University, United Kingdom <i>B.A., Combined Social Sciences</i></p> <p>2011 Florida International University College of Law, Miami, FL <i>Juris Doctor</i></p>
Work/Linguistic Experience:	
<i>-Details and Description</i>	<p>2006 – Present VARIOUS CLIENTS, Global <i>Freelance Translator</i> Numerous translations in various fields, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Contracts ▪ General Legal ▪ Terms and Conditions ▪ Personal Documents ▪ Employee Correspondence ▪ Court Papers ▪ Lease Agreements
<i>-Partial Client List</i>	Bloomberg; Kirkland & Ellis; Latham & Watkins; Munger, Tolles & Olson; Willkie Farr & Gallagher
Technical Tools/Skills:	MS Office, WordFast
Additional Qualifications:	
<i>-Accreditations</i>	TransPerfect certified for Italian into English translations in the fields of General Legal and Clinical Trial Agreement